



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Contract for Fiscal Year 2010/11 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Grounds Maintenance at Hutchins Street Square Community Center (\$27,625.13)

MEETING DATE: June 16, 2010

PREPARED BY: James M. Rodems - Community Center Director

RECOMMENDED ACTION: Adopt resolution approving contract for Fiscal Year 2010/11 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for grounds maintenance at Hutchins Street Square Community Center for the annual cost of \$27,625.13.

BACKGROUND INFORMATION: United Cerebral Palsy (UCP) has been working for the Community Center since 2000. They have been successfully used at several City facilities. Staff is proposing to continue contracting with UCP for grounds maintenance at Hutchins Street Square.

The UCP Program provides meaningful work for the disabled. Each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew. The contract rate for a crew is \$45.25 per hour. UCP is the only known non-profit organization that pays the disabled the State minimum wage. All other organizations pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi receive excellent services at a competitive price.

FISCAL IMPACT: The overall fiscal impact is minor when service/benefit received is compared to cost. The provision of this service is integral to the Community Center maintaining high aesthetic standards within budgetary constraints.

FUNDING AVAILABLE: Funds for this contract are provided in the 2010/11 HSS Maintenance Budget Contract line item of Sublet Service Contracts (345925.7335)

A handwritten signature in black ink, appearing to read "Jordan Ayers".

Jordan Ayers
Deputy City Manager/Internal Services Director

A handwritten signature in black ink, appearing to read "James M. Rodems".

James M. Rodems
Community Center Director

APPROVED:

A handwritten signature in black ink, appearing to read "Konradt Bartlam".

Konradt Bartlam, Interim City Manager

**Landscape Maintenance Contract
City of Lodi
Hutchins Street Square**

This contract agreement is made and entered into, this 1st day of July, 2010 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and The City of Lodi, Hutchins Street Square, (hereafter referred to as the Customer).

This contract defines the responsibilities associated with the provision of "Landscape Maintenance" services by the Contractor for the Customer. The Contractor, beginning July 1, 2010, will provide services associated with the "Landscape Maintenance" project.

The services for "Landscape Maintenance" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract the City of Lodi's specific needs for "Landscape Maintenance" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

The Contractor's responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one, (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
2. The contractor will perform the work associated with "Landscape Maintenance" at the City's Hutchins Street Square location.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Crew Instructor(s) will remain on-site, in the immediate work area while crewmembers are present.
4. The Contractor and not the Customer will pay all crewmember and supervisor/job coach wages; all personnel costs and liabilities (e.g., Worker's Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Landscape Maintenance" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, the Contractor will be liable to repair or replace the Customer's property.

7. All crewmembers will comply with the health and safety regulations established by OSHA, the State of California, and the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.
9. The Contractor will provide the following service once a week;
 - a. Mowing all grass areas designated by Hutchins Street Square.
 - b. Edge around grass areas designated by Hutchins Street Square.
 - c. Weed whack all areas including utility boxes, sprinklers heads etc.
 - d. Blow and clean up all areas worked by contractor.
 - e. Weed and trim all shrubs, trees and plant life in flowerbeds.

The Customer's responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services rendered, associated with the "Landscape Maintenance". The method of reimbursement shall reflect a rate of \$45.25 per hour multiplied by the total number of hours worked for that month.
2. The Customer will provide all Contractor crewmembers, with "Landscape Maintenance" supplies and equipment specific to the daily "Landscape Maintenance" duties as well as 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer within reason will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract when necessary, to improve services. Other consultations will be conducted on an as needed basis.
4. To the greatest extent permitted by the public records act and other applicable law, the Customer will maintain confidentiality of all personal and medical records and transactions specific to the Contractor's employees.

Landscape Maintenance Cost Projection

FY 10-11	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	71.5	71.5	44	49.5	38.5	27.5	27.5	22	49.5	71.5	66	71.5	610.5
Cost Per Hr.	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	
Cost Per Month	\$3,235.38	\$3,235.38	\$1,991.00	\$2,239.88	\$1,742.13	\$1,244.38	\$1,244.38	\$995.50	\$2,239.88	\$3,235.38	\$2,986.50	\$3,235.38	\$27,625.13

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and The City of Lodi, Hutchins Street Square agree to all the stipulations in this agreement and its attachments:



 Signature of Contractor Representative



 Date

 Signature of Customer Representative

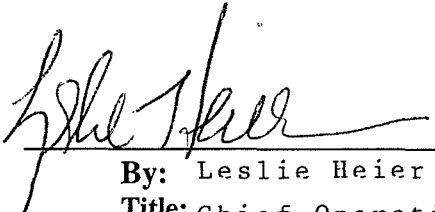


 Date

IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF LODI

By: Konradt Bartlam
Title: Interim City Manager
Date: _____



By: Leslie Heier
Title: Chief Operating Officer
Date: May 21, 2010
Fed. Employer ID No. 94-6124281

Approved As To Form:

By: D. Stephen Schwabauer
Title: City Attorney
Date: _____

Attest:

By: Randi Johl
Title: City Clerk

Date: _____

Contract Administrator:

By: James M. Rodems
Title: Community Center Director
Date: _____

2010-2011 Landscaping Schedule

July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

 Days Worked

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID D UCPSJ-1	DATE (MM/DD/YYYY) 06/07/08
PRODUCER Wasserman & Associates Insurance Brokers, Inc. PO Box 19970 Sacramento CA 95819-3915 phone: 916-739-0254 Fax: 916-733-0622		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
UCP of San Joaquin 333 West Benjamin Holt Drive Stockton CA 95207		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED WHEREABOUTS ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TSR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC	PHPK319602	06/06/08	06/06/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK319602	06/06/08	06/06/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY? (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PHBU241210	06/06/08	06/06/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

***30 Days Notice to Certificate Holder applies except for Non-Payment of Premium, which is 10 days. RE: Downtown Parking Lot Cleaning Contract. The City of Lodi, its elected and appointed boards, commissions, officers, agents, and employees are included as Additional Insureds per GL form CG 2026 attached. Primary Wording form attached.**


CERTIFICATE HOLDER**CANCELLATION**

LODIC-1

city of Lodi
 221 West Pine Street
 Lodi CA 95241

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO ME LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER: PHPK319602

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City of Lodi, its elected and appointed boards, commissions, officers, agents, and employees 221 West Pine Street Lodi, CA 95241 : RE: Downton Parking Lot Cleaning Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurer

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over.

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

RESOLUTION NO. 2010-98

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONTRACT FOR FISCAL YEAR 2010/11
FOR GROUNDS MAINTENANCE AT HUTCHINS
STREET SQUARE COMMUNITY CENTER

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WHEREAS, United Cerebral Palsy has been working for the Community Center since 2000 and has been successfully used at several City facilities; and

WHEREAS, staff is proposing to continue contracting with United Cerebral Palsy for grounds maintenance at Hutchins Street Square; and

WHEREAS, the United Cerebral Palsy program provides meaningful work for the disabled. Each United Cerebral Palsy crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew. The contract rate for a crew is \$45.25 per hour. United Cerebral Palsy is the only known non-profit organization that pays the disabled the State minimum wage.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a cleaning contract for grounds maintenance at Hutchins Street Square Community Center in the amount of \$27,625 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, California, for fiscal year 2010-11; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Interim City Manager to execute the contract on behalf of the City of Lodi.

Dated: June 16, 2010

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I hereby certify that Resolution No. 2010-98 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 16, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Katzakian

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk